

SO ORDERED.



TIFFANY & BOSCO
P.A.

**2525 EAST CAMELBACK ROAD
SUITE 300**

PHOENIX, ARIZONA 85016

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Dated: February 22, 2011

A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

**REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge**

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

11-01380

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Kenneth Evan Ratley and Shelly Lynne Ratley
Debtors.

Wells Fargo Bank, N.A.
Movant,

vs.

Kenneth Evan Ratley and Shelly Lynne Ratley,
Debtors, William E. Pierce, Trustee.

Respondents.

No. 2:10-BK-41274-RTBP

Chapter 7

ORDER

(Related to Docket #20)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated February 13, 2006 and recorded in the office of the
3 Yvapai County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Kenneth Evan
4 Ratley and Shelly Lynne Ratley have an interest in, further described as:

5 LOT 3571, VERDE VILLAGE UNIT SEVEN, ACCORDING TO BOOK 15 OF MAPS,
6 PAGES 43 AND 44, RECORDS OF YAVAPAI COUNTY, ARIZONA,
7 EXCEPT ALL OIL, MINERALS, ORES AND MINERALS AS RESERVED IN DEED
8 RECORDED IN BOOK 187 OF DEEDS, PAGE 331, RECORDS OF YAVAPAI
9 COUNTY, ARIZONA.

10 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with the Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability
14 against the Debtors if Debtors' personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.
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